

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

MOAC MALL HOLDINGS LLC,

Court File No. \_\_\_\_\_

Case Type: Contract

Plaintiff,

v.

**SUMMONS**

Godiva Chocolatier, Inc.,

Defendant.

THIS SUMMONS IS DIRECTED TO the above captioned Defendant Godiva Chocolatier, Inc., c/o CT Corporation, 100 South 5<sup>th</sup> Street #1075, Minneapolis, Minnesota 55402

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this summons a **written response** called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at:

Michael P. Coaty, Esq.  
Heley, Duncan & Melander, PLLP  
8500 Normandale Lake Blvd., Suite 2110  
Bloomington, MN 55437

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the

Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

HELEY, DUNCAN & MELANDER, PLLP

Dated: May 27, 2021

By 

Michael P. Coody (#187239)  
8500 Normandale Lake Boulevard  
Suite 2110  
Minneapolis, Minnesota 55437  
(952) 841-0211

Attorneys for Plaintiff  
MOAC MALL HOLDINGS LLC

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

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MOAC MALL HOLDINGS LLC,

Court File No. \_\_\_\_\_

Case Type: Contract

Plaintiff,

v.

**COMPLAINT**

Godiva Chocolatier, Inc.,

Defendant.

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Plaintiff MOAC MALL HOLDINGS LLC ("MOAC"), for its Complaint against Defendant Godiva Chocolatier, Inc., ("Godiva") states and alleges as follows:

**GENERAL ALLEGATIONS**

1. MOAC is a Delaware limited liability company authorized to conduct business in the state of Minnesota with a registered office located at 2131 Lindau Lane, Suite 500, Bloomington, Minnesota 55425-2640.

2. Godiva is an active New Jersey corporation in good standing which is authorized to conduct business and has, at all relevant times herein, conducted business in the State of Minnesota at an address located at 126 West Market (Space W126), Mall of America®, Bloomington, Hennepin County, Minnesota 55425-5528 ("Premises"). Godiva also has a principal place of business address located at 333 West 34<sup>th</sup> Street, New York, New York 10001, and a registered office address of c/o C T Corporation System, Inc., 100 South 5<sup>th</sup> Street #1075, Minneapolis, Minnesota 55402.

3. Venue is appropriate in the above-captioned court, and this court has jurisdiction

over the above-captioned parties.

**FIRST CLAIM FOR RELIEF. Breach of the Lease**

4. MOAC realleges the allegations set forth in paragraphs 1 through 3 above as if fully set forth herein.

5. MOAC and Godiva entered into a lease agreement dated March 31, 2014, regarding the premises involving 667 square feet for a lease term of nine (9) years for which Godiva agreed to pay MOAC rent and other compensation. MOAC and Godiva executed letter agreements dated October 14, 2014, and April 1, 2020, to modify the above-referenced lease ("Lease").

6. All conditions precedent to Godiva paying MOAC have been satisfied.

7. Godiva has failed and has refused to pay MOAC the amounts due under the Lease despite demand, which demand is renewed by this Complaint.

8. Godiva's failure to pay MOAC is a breach of contract.

9. In addition, Godiva breached the terms of the Lease for failing to re-open for business any time since approximately February 11, 2021, or otherwise abandoning the Premises prior to the expiration of the lease term in contravention of the terms and conditions of the Lease.

10. Godiva's abandonment of the Premises or its failure to re-open and conduct business in the Premises after approximately February 11, 2021, is a breach of contract.

11. As a direct and proximate result of the Godiva's breaches, MOAC has been damaged in the principal amount of \$63,669.30 as of April 30, 2021, for past due rent and related financial obligations, plus interest thereon, plus collection costs, including attorneys' fees.

12. In accordance with Article XVIII, Section 18.2 of the Lease, upon default of the Lease, MOAC is entitled to accelerate the future rent and other financial obligations Godiva

owes to MOAC for the duration of the lease term and recover from Godiva the present value thereof.

13. As a direct and proximate cause of Godiva's breaches of the Lease, MOAC has been damaged and is entitled to recover from Godiva the principal amount of \$797,101.75 which is the sum of the past due rent and other financial obligations as of April 30, 2021 (\$63,669.30), plus the net present value of future rent and related obligations (\$733,432.45).

**SECOND CLAIM FOR RELIEF. Account Stated**

14. MOAC realleges the allegations set forth in paragraphs 1 through 13 as if fully set forth herein.

15. MOAC sent to Godiva statements setting forth the amounts due under the Lease.

16. Godiva received these statements and explicitly or implicitly agreed to pay the amounts set forth therein.

17. The amount due, as evidenced by the statements, represents an account stated in the amount of \$63,669.30 which Godiva is obligated to pay MOAC, as of April 30, 2021.

**THIRD CLAIM FOR RELIEF. Unjust Enrichment**

18. Plaintiffs reallege the allegations set forth in paragraphs 1 through 17 as if fully set forth herein.

19. Godiva has refused and continues to refuse to pay MOAC for the full amount of the benefit it enjoyed as a tenant under the Lease. Therefore, Godiva has been unjustly enriched at the expense of MOAC.

20. Godiva has benefited in the amount of \$63,669.30 as of April 30, 2021, together with interest thereon.

WHEREFORE, Plaintiff MOAC MALL HOLDINGS LLC respectfully demands as follows:

1. That this Court award a money judgment in favor of Plaintiff MOAC MALL HOLDINGS LLC and against Defendant Godiva Chocolatier, Inc., in the principal amount of \$797,101.75 which is the sum of the past due rent and other financial obligations as of April 30, 2021 (\$63,669.30), plus the net present value of future rent and related obligations (\$733,432.45); and
2. For such other and further relief in favor of MOAC MALL HOLDINGS LLC and against Defendant Godiva Chocolatier, Inc., as this court deems fair, reasonable and equitable.

Dated: May 31, 2021

HELEY, DUNCAN & MELANDER, PLLP

By 

Michael P. Coffy (#187239)  
8500 Normandale Lake Boulevard  
Suite 2110  
Minneapolis, Minnesota 55437  
(952) 841-0211

Attorneys for Plaintiff  
MOAC MALL HOLDINGS LLC

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, to the party against whom the allegations in the pleading are asserted.



\_\_\_\_\_  
Michael P. Coaty

Envelope: UPS LETTER CENTER  
 WINDOW  
 Total Pages: 9  
 SafetySeal(101761)



TERRITHONGSAVAT 2149323601 CT - DALLAS SOP TEAM 1999 BRYAN STREET DALLAS TX 75201		<b>1.0 LBS LTR</b>	<b>1 OF 1</b>
<b>SHIP TO:</b> NURTAC AFRIDI 2149323601 GODIVA CHOCOLATIER, INC. 1 MERIDIAN BLVD # 3C-1 WYOMISSING PA 19610			
	<b>PA 196 9-60</b> 		
<b>UPS NEXT DAY AIR</b>		<b>1</b>	
TRACKING #: 1Z X21 278 01 1288 2439			
BILLING: P/P			
Reference No.1: SOP/2401130/539704652/CT SOP Custo			
XOL 21.05.18		NV45 23.0A 06/2021*	



1744183

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Origin: Wolters Kluwer UPS 562130



**UPS Tracking # :** 1ZX212780112882439

**Created By :** Mahendrasinh Zala

**Created On :** 06/10/2021 11:03 AM

**Recipient :**

<b>Nurtac Afridi</b>	<p>Title : --</p> <p>Customer : Godiva Chocolatier, Inc.</p> <p>Address : 1 MERIDIAN BLVD # 3C-1</p> <p>Email : nurtac.afridi@godiva.com</p> <p>Phone :                      Fax : -</p>
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**Package Type :** Envelope

**Items shipped :** 1

Log #	Case #	Entity Name
539704652	NONE	Godiva Chocolatier, Inc.


**Service of Process  
Transmittal**

06/10/2021

CT Log Number 539704652

**TO:** Nurtac Afridi  
Godiva Chocolatier, Inc.  
1 MERIDIAN BLVD # 3C-1  
WYOMISSING, PA 19610-3225

**RE:** **Process Served in Minnesota**

**FOR:** Godiva Chocolatier, Inc. (Domestic State: NJ)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** MOAC MALL HOLDINGS LLC, Pltf. vs. Godiva Chocolatier, Inc., Dft.

**DOCUMENT(S) SERVED:** -

**COURT/AGENCY:** None Specified  
Case # NONE

**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Inc, Saint Paul, MN

**DATE AND HOUR OF SERVICE:** By Process Server on 06/10/2021 at 10:27

**JURISDICTION SERVED :** Minnesota

**APPEARANCE OR ANSWER DUE:** None Specified

**ATTORNEY(S) / SENDER(S):** None Specified

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780112882439  
Image SOP  
Email Notification, Nurtac Afridi nurtac.afриди@godiva.com  
Email Notification, Baris Oner baris.oner@yildizholding.com.tr

**REGISTERED AGENT ADDRESS:** CT Corporation System, Inc  
1010 Dale Street N  
Saint Paul, MN 55117  
866-401-8252  
EastTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.